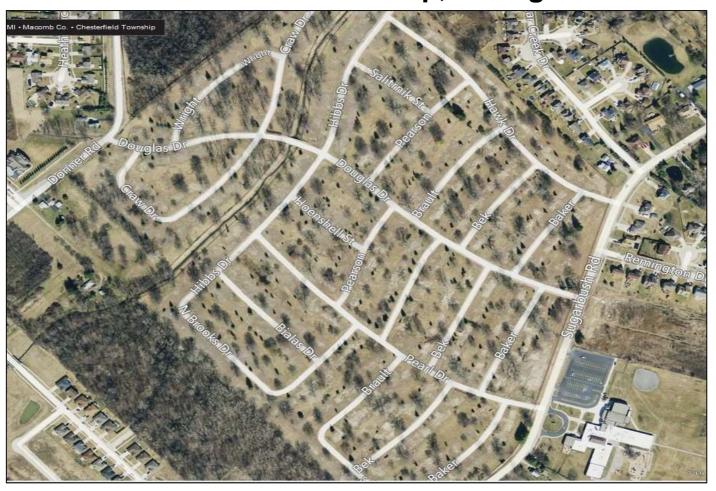


# Sealed Bid Sale U.S. Government Property

# Former U.S. Army Garrison - Selfridge Sebille Manor Chesterfield Township, Michigan



Sealed Bid Sale
IFB No. CHICA115035001

#### **INVITATION FOR BIDS - SEALED BID SALE**

**AUCTION SUMMARY** 

Sealed Bid Sale

Bid Opening Date and Time: WEDNESDAY, July 15, 2015 at 1:00 PM (EST)

Minimum Bid: \$500,000.00

**Bid Deposit**: 15% of the bid amount, in the form of a certified or

cashier's check or postal money order payable to the U.S.

General Services Administration.

Terms: All cash, as is. Balance due within sixty (60) days after Bid

Acceptance.

**HUD Payment Requirement:** \$162,500.00

Any and all bids submitted in response to this Invitation for Bids (IFB) must be in compliance with, and submitted pursuant to, all the terms and provisions of this IFB, including without limitation, the Property Description; General Terms of Sale; Instructions to Bidders for Sealed Bid; Notices and Covenants; and Bid Form for Purchase of Government Property.

This IFB contains information and forms necessary for interested parties to bid to purchase the Property. It shall be the responsibility of each Bidder to familiarize him or herself with this IFB, including the General Terms of Sale, and the Instructions to Bidders for Sealed Bid, and any other information or materials included in the IFB or that may be made available under separate cover.

SALES INFORMATION: Richard Balsano

Phone: (312)353-0302

Email: <u>richard.balsano@gsa.gov</u>

**SUBMIT SEALED BIDS TO:** U.S. General Services Administration

PBS c/o Courtney Marenna

T. P. O'Neill Federal Building, Room 1110

IFB No.CHICA115035001

10 Causeway Street Boston, MA 02222

# **TABLE OF CONTENTS**

Property Description	Page 4
General Terms of Sale	Page 6
Instructions to Bidders for Sealed Bids	Page 14
Notices and Covenants	Page 21
Bid Form	Page 26
Certificate of Corporate/Organization Bidder	Page 27
Buyer's Broker Participation Form	Page 28

#### PROPERTY DESCRIPTION

#### 1. LOCATION AND SETTING

The property is known as Sebille Manor, has a physical address of 48512 Hawk Drive, Chesterfield, Michigan 48047, and is located three miles north of the Selfridge Air National Guard Base (ANGB) on the west side of Sugarbush Road, north of 22 Mile Road in Chesterfield Township, Macomb County, Michigan.

#### 2. SALE PARCEL DESCRIPTION

Sebille Manor consists of approximately 102.69 acres of land that contains infrastructure (roads, water/sewer lines, storm drains, and a single telecommunication vault on a concrete pad) and the Sutherland Oemig Drain, a county drain that traverses the northwestern portion of the property in an east/west fashion. The property was formerly used as a military housing area that consisted of 352 housing units in 220 housing facilities; one building identified as a youth center, a water tower reservoir, and various playgrounds and personal storage sheds. These facilities were demolished and cleared from the site; it is believed the underground infrastructure remains in place.

#### 3. LEGAL DESCRIPTION

Situated in the State of Michigan, County of Macomb, Chesterfield Township, Township 3 North, Range 14 East of the Michigan Meridian, a part of Private Claim No. 193, a portion of Tract "A" as acquired by the United States of America, and more particularly described as follows:

Commencing at the northeast corner of Private Claim No. 192; thence along the northwest line of said Private Claim No. 192

South 49 degrees 04 minutes 54 seconds West 1,872.50 feet

South 49 degrees 43 minutes 00 seconds West 1,794.24 feet

South 49 degrees 21 minutes 34 seconds West 543.90 feet, more or less, passing from Private Claim No. 192 into Private Claim No. 193 to the Point of Beginning, said point being the northern most corner of Tract "A"; thence with the common boundary to lands now or formerly owned by Matilda Matejick

South 40 degrees 21 minutes 13 seconds East 1,466.05 feet

South 49 degrees 21 minutes 34 seconds West 16.17 feet

South 40 degrees 21 minutes 13 seconds East 317.00 feet to a point in the centerline of Sugar Bush Road; thence with said centerline

South 18 degrees 48 minutes 47 seconds West 1,499.91 feet

South 52 degrees 09 minutes 15 seconds West 499.30 feet; thence leaving said centerline

North 39 degrees 54 minutes 00 seconds West 33.02 feet to a point on the northwest right-of-way line of said Sugar Bush Road; thence with said right-of-way line

South 52 degrees 03 minutes 30 seconds West 239.40 feet to a point; thence leaving said right-of-way line

North 40 degrees 03 minutes 07 seconds West 1,766.48 feet to a point in the centerline of the Sutherland and Omega Drain; thence with said centerline

North 57 degrees 30 minutes 39 seconds East 221.15 feet

North 40 degrees 27 minutes 00 seconds East 25.00 feet; thence leaving said centerline North 39 degrees 54 minutes 00 seconds West 735.98 feet to a point on the northwest line of said Private Claim No. 193, said point also being in the centerline of Donner Road; thence with said centerline and the northwest line of Private Claim No. 193

North 48 degrees 59 minutes 00 Seconds East 287.50 feet to the intersection of the southeast corner of Fractional Section 20, the southwest corner of Fractional Section 21, and the northeast corner of Private Claim No. 145; thence continuing with said northwest line of Private Claim No. 193

North 49 degrees 21 minutes 34 seconds East 1,495.50 feet to the Point of Beginning, containing 102.69 acres, more or less.

#### 4. TAX PARCEL ID

The Tax Parcel ID Nos. are 09-21-351-001 and 002, and 09-28-101-002 and 003 according to the Macomb County Assessor's Office.

#### 5. UTILITIES & SERVICE PROVIDERS

It is expected that all typical public utilities are available to the Property, including water, sewer, electrical, gas, and telephone service. Procurement of utility services shall be the responsibility of the Purchaser as of the date of conveyance. The Government makes no representations as to the availability of any or all said public utilities.

# **GENERAL TERMS OF SALE**

#### 1. DEFINITIONS

The terms described in paragraphs a) through w) below shall have the meanings set forth therein.

#### a) ACCEPTED BID

The term "Accepted Bid" refers to a Bid that the Government elects to accept.

#### b) **AGREEMENT OF SALE**

The "Agreement of Sale" is defined in the Agreement of Sale Section of the General Terms of Sale portion of this IFB.

#### c) AS-IS

The term "As-Is" means that the Government is selling, and the Bidders are offering to purchase the Property in whatever condition it presently exists, and that the Purchaser will accept the Property "with all faults," whether or not they could be ascertained by an inspection of the Property or review of any due diligence material available.

# d) BID

A "Bid" is an offer to purchase the Property subject to the terms and conditions of this IFB for an amount of money designated by the Bidder.

#### e) **BIDDER(S)**

The term "Bidder" or "Bidders" as used herein refers to the offeror or offerors for the purchase of the Property.

### f) BID DEPOSIT

The term "Bid Deposit" is defined in the Bid Deposit Section of the Instructions to Bidders for Sealed Bid portion of this IFB.

# g) BID ENVELOPES

The term "Bid Envelopes" is defined in the "Bid Envelopes" section of the Instructions to Bidders for Sealed Bid portion of this IFB.

#### h) BID FORM AND BIDDER INFORMATION DOCUMENT

The term "Bid Form and Bidder Information Document" refers to the form titled "Bid Form for the Purchase of Government Property"

#### i) BID OPENING DATE

The "Bid Opening Date" as used herein refers to the time and date in which all Bids received for the Property will be opened publicly.

#### i) CLOSING DATE

The "Closing Date" is defined in the Tender of Payment and Delivery of Instrument of Conveyance Section of the General Terms of Sale portion of this IFB.

#### k) EIN

The term "EIN" refers to an entity's Employer Identification Number.

#### I) GOVERNMENT

The term "Government" refers to the United States of America, and is used interchangeably with "Grantor."

#### m) GSA

The term "GSA" refers to the United States General Services Administration, a federal agency.

#### n) HIGH BID

The term "High Bid" refers to the Bid offering the highest amount of money.

#### o) INVITATION FOR BIDS

The terms "Invitation for Bids" and "IFB" refer to this document and the following items that are a part hereof: the Property Description; General Terms of Sale; Instructions to Bidders for Sealed Bid; Notices and Covenants; Bid Form for Purchase of Government Property. Any exhibits and/or forms that are attached hereto are hereby incorporated herein by reference. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the Bid Opening Date, those addenda and amendments shall be part of the IFB.

#### p) PLACE OF BID OPENING

The term "Place of Bid Opening" refers to the address listed in the "Bid Envelopes" portion of this IFB.

#### q) PROPERTY

The term "Property" refers to the property described in the Property Description of this IFB.

#### r) PURCHASE PRICE

The "Purchase Price" is the amount of money offered in the Accepted Bid.

#### s) **PURCHASER**

The term "Purchaser" refers to the Bidder of the Accepted Bid, and is used interchangeably with "Grantee."

#### t) SSN

The term "SSN" refers to a Social Security Number.

#### u) TIN

The term "TIN" refers to a Tax Identification Number.

#### v) WHERE-IS

The term "Where-Is" means that the Government is selling, and the Bidders are offering to purchase the Property in whatever location it presently exists.

#### w) **BROKER**

The term "broker", as used herein, refers to a person with an active real estate license in the State where he/she practices real estate who, in exchange for a commission, acts for another person or entity solely as agent in conformance with "Instructions to Bidders" Section 13 contained herein. A broker must be an agent and cannot be a party to the contract to receive a commission.

## 2. DESCRIPTION PROVIDED IN IFB

The description of the Property and all other information provided with respect to the Property are based on information available to the GSA Office of Real Property Utilization and Disposal and are believed to be correct. Any error or omission, including but not

limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the Agreement of Sale, or claim by Purchaser for allowance, refund or deduction from the Purchase Price.

#### 3. INSPECTION

The Property will be made open for inspection by appointment only. No one will be allowed access to the Property without the presence of a GSA employee or designee. Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the auction.

#### 4. AGREEMENT OF SALE

This IFB and the Accepted Bid shall constitute an agreement for the sale of the Property by and between the Purchaser and the Government (the "Agreement of Sale"). The Agreement of Sale shall constitute the entire agreement and understanding between the Purchaser and the Government and no oral statements or representations made by, for, or on behalf of either party shall be a part of the Agreement of Sale. The Agreement of Sale shall not be amended, modified, revised or otherwise altered except by a written instrument signed by both the Purchaser and the Government. In addition, the Purchaser shall not transfer or assign the Agreement of Sale or any or all of the Purchaser's interest therein without the prior, express written consent of the Government, which consent may be withheld by the Government in its sole and absolute discretion. Any assignment made without such consent shall be void.

#### 5. CONDITION OF PROPERTY

The Property is offered for sale "AS IS" without representation or warranty, expressed or implied. The Purchaser, and Purchaser's successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality and state of repair of the Property. The Government makes no other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the Property. Purchaser acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for the purpose of which intended by the Purchaser after the conclusion of the auction. The following documents were prepared to examine and describe the environmental condition of the property and will be made available to Bidders via a website: Finding of Suitability to Transfer (FOST), including Amendments 1 and 2, Environmental Condition of Property (ECP), including the update and recertification, Record of Environmental Consideration (REC), Environmental Assessment (EA), and Finding of No Significant Impact (FONSI).

# 6. ZONING

According to Chesterfield Township, the Property is zoned (R-1-B) Single Family Residential. Verification of the present zoning and determination of permitted uses, along with compliance of the Property for any proposed future use, shall be the responsibility of the bidder; and the Government makes no representation in regard to zoning matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

#### 7. RISK OF LOSS

As of the date of conveyance of the Property, the Purchaser shall assume all obligations and liabilities of ownership to the Property including, without limitation, sole responsibility for the care and handling of the Property and all loss and/or damage related to the same (including, without limitation, the buildings and/or improvements located thereon), and no claim for any allowance or deduction upon such grounds will be considered after the Bid Opening Date. In the event of any damage or loss to the Property prior to conveyance of the Property to the Purchaser, the Government shall have the right to terminate the Agreement of Sale. In the event of such termination, the Government will return to the Purchaser all funds previously delivered by the Purchaser to the Government, and thereafter the Government shall have no further liability to the Purchaser.

#### 8. TAXES, ASSESSMENTS AND OTHER COSTS

As of the date of conveyance of the Property, the Purchaser shall assume responsibility for all general and special real and personal property taxes and/or other assessments which have been or may be assessed on the Property, and for all sums due to be paid by the Government in lieu of taxes, which amount shall be prorated.

#### 9. REVOCATION OF BID AND DEFAULT

In the event of revocation of a Bid prior to acceptance of a Bid, or in the event of revocation of a Bid after acceptance of an Accepted Bid, or in the event of any default by the Purchaser in the performance of the Agreement of Sale, or in the event of failure by the Purchaser to consummate the transactions contemplated by the Agreement of Sale, the Government shall have the right, in its sole discretion: (A) to require the forfeit of the Bid Deposit to the Government, following which, the Bidder or Purchaser, as the case may be, shall be relieved from further liability and obligations; or (B) to avail itself of any and all legal or equitable rights which it may have under the law.

#### **10. GOVERNMENT LIABILITY**

If the Governments accepts a Bid and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual claim or cause of action hereafter accrues in favor of the Purchaser under the terms of this IFB, then, unless otherwise expressly provided in this IFB, the extent of the Government's liability to the Purchaser shall be strictly limited to all amounts of money the Purchaser has paid to the Government (without interest). Upon the refund to the Purchaser of such money (without interest), the Agreement of Sale shall be deemed terminated and of no

further force and effect and the Government shall have no further liability to the Purchaser.

#### 11. TITLE EVIDENCE

Any Bidder, at its sole cost and expense, may obtain any title evidence relating to the Property. The Government will cooperate with the Purchaser or his or her authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the Property, as GSA may have available. It is understood and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.

#### **12. TITLE**

If a Bid is accepted, a quitclaim deed or a deed without warranty in conformity with local law and practice will convey the Government's interest. The Government does not pay for or provide title insurance.

#### 13. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The Property will be sold subject to: (A) any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties including, without limitation, any and all such covenants, reservations, easements, restrictions, encroachments, and rights for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other rights-of-way; and (B) any easements, reservations, rights and covenants reserved by the Government herein.

#### 14. COVENANT AGAINST CONTINGENT FEES

The Purchaser warrants that he or she has not employed or retained any person or agency that is not a "bona fide established commercial agency" (described below) to solicit or secure acceptance of a Bid upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right, in its sole discretion, to terminate the Agreement of Sale without liability and/or, in addition to any relief available to the Government pursuant to the "Revocation of Bid and Default" Section above, to recover from the Purchaser an amount equal to the amount of such commission, percentage, brokerage, or contingent fee. A "bona fide established commercial agency" has been construed to include a licensed real estate broker engaged in the business generally. In the event the Purchaser has employed or retained a bona fide established commercial agency in connection with this IFB, the Purchaser warrants that any fee or commission due to the same shall be borne solely by the Purchaser.

#### 15. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

The closing date of the sale (the "Closing Date") will be set by the Government and will be no later than sixty (60) calendar days after the acceptance of the Accepted Bid.

Prior to closing, the Purchaser or Purchaser's agent may open an escrow account with an independent, unaffiliated escrow company ("Escrow Holder") to handle the closing. The Government does not mandate use of an escrow company. All closing costs, including escrow fees and document handling expenses, shall be borne solely by the Purchaser. As part of the closing, the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds, and related matters.

At closing, the purchaser will pay One Hundred Sixty Two Thousand Five Hundred Dollars (\$162,500.00) to the Chesterfield Township at 47275 Sugarbush Road, Chesterfield Township, Michigan 48047, so that Chesterfield Township will fulfill its obligations under the Legally Binding Agreement for Homeless Service Provider with Comprehensive Youth Services d.b.a. Family Youth Interventions and Perfecting Community Development Corporation executed on July 23, 2008; this amount is separate and in addition to the accepted bid amount and should be considered when submitting bids.

On the closing date, the Purchaser shall tender to the Government (or to the Escrow Holder) the balance of the Purchase Price in the form of a cashier's check, certified check, or electronic wire transfer AND tender to the Chesterfield Township One Hundred Sixty Two Thousand Five Hundred Dollars (\$162,500.00) in the form of a cashier's check, certified check, or electronic wire transfer. Upon confirmation that Purchaser's wire transferred funds have been received by the Government or that Purchaser's funds by check have been confirmed to the satisfaction of the Government AND upon confirmation that Purchaser's wire transferred funds have been received by the Chesterfield Township or that Purchaser's funds by check have been confirmed to the satisfaction of the Chesterfield Township, the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance. Possession of the Property will be assumed by the Purchaser at the time of closing. The Government reserves the right to extend the closing date for a reasonable amount of time.

#### 16. DELAYED CLOSING AND PURCHASER'S REQUEST TO DELAY

Any change to the established closing date is subject to written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser may be required to pay either: (i) a liquidated damages assessment of \$250.00 per day; or (ii) interest on the outstanding balance of the Purchase Price, whichever is greater, if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of Bid Acceptance. The Government may impose additional terms and conditions to grant an extension.

#### 17. CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain, at Purchaser's own expense, and affix to all instruments of conveyance and security documents, such revenue and documentary stamps as may be required by Federal, state and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

A conformed copy of the recorded quitclaim deed shall be provided by the Purchaser to GSA, within five (5) business days after recording, at the following addresses:

U.S. General Services Administration
Office of Real Property Utilization and Disposal - Chicago Operations Branch (1PZC)
230 S. Dearborn Street, Suite 3774
Chicago, Illinois 60604

Attn: Richard Balsano

U.S. Army Corps of Engineers Real Estate Division P.O. Box 59 Louisville, Kentucky 40201-0059

Attn: Jennifer Rahn

# **18. OFFICIALS NOT TO BENEFIT**

No member or delegate to the Congress or resident commissioner shall be admitted to any share or part of the Agreement of Sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the Agreement of Sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Property.

#### 19. ANTITRUST LAWS

The Agreement of Sale may be transmitted to the Attorney General of the United States for advice as to whether the sale would tend to create or maintain a situation inconsistent with anti-trust laws. The Government may rescind the acceptance of any Bid if unfavorable advice is received from said Attorney General, without liability on the part of the Government other than to return any and all deposits held by the Government without interest.

#### INSTRUCTIONS TO BIDDERS FOR SEALED BID

#### 1. BID FORM AND BIDDER INFORMATION DOCUMENT

- a) Bids must be submitted in duplicate on the Bid Form, along with all information and certifications called for thereon. The Bid Form must be accompanied by the Bid Deposit (described in Section 3 below). The Official Bid Form is attached hereto. The materials described in this Section 1(a) must contain original signatures and be received at the Place of Bid Opening (described in Section 3 below) before 1:00pm EST on WEDNESDAY, July 15, 2015 (the "Bid Opening Date"). Bids submitted in any other manner or which fail to furnish all information, certifications or signatures required may be summarily rejected. Bids may be modified or withdrawn prior to the Bid Opening Date.
- b) Bids shall be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the Bid and the Bid must be manually signed.
- c) Negligence on the part of the Bidder in preparing the Bid confers no right for withdrawal or modification of the Bid after it has been opened.
- d) Each Bidder is encouraged to retain a copy of all documents submitted for their personal records.
- e) Each Bid submitted shall be deemed to have been made with full knowledge of all information, terms, conditions, and requirements contained or referenced in this IFB. The failure of any Bidder to inspect, or to be fully informed as to the condition of any or all portions of the Property will not constitute grounds for any claim or demand for adjustment or withdrawal of a Bid after the Bid Opening Date.

#### 2. BIDS AND TERMS OF SALE

Bids to purchase must be ALL-CASH. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this Property for financing.

#### 3. BID DEPOSIT

Each Bid must be accompanied by a Bid Deposit of 15% of the Bid amount in the form of a certified check, cashier's check, or postal money order made payable to the US General Services Administration. Such Bid Deposit must be in the form of the United States Currency, United States Postal Service money order, cashier's check, certified check or money order issued by and drawn upon, or certified by, a bank or other financial institution chartered by the Federal Government or a state of the United States. Money order and checks issued by commercial organizations engaging in a principal business other than financial services will not be accepted. Failure to so provide the Bid Deposit shall require rejection of the Bid. The

Bidder, at its option, may be named as an alternative payee. This will enable Bidders whose Bids are rejected to negotiate the instrument once it is returned.

Upon acceptance of a Bid, the Bid Deposit of the successful Bidder, except as otherwise provided in this IFB, shall become the sole and absolute property of the Government and shall be non-refundable.

For Bids that are rejected, Bid Deposits accompanying the rejected Bids will be returned to Bidders, without interest, within five (5) working days after rejection of the Bids.

#### **4. BID ENVELOPES**

Envelopes containing Bids must be sealed and addressed to:

U.S. General Services Administration PBS c/o Courtney Marenna T. P. O'Neill Federal Building, Room 1110 10 Causeway Street Boston, MA 02222

The above-listed address is referred to in this IFB as the "Place of Bid Opening".

The name and address of the Bidder must be shown in the upper left corner of the Bid Envelope. On the lower left corner of the Bid Envelope it must state:

Invitation for Bids number: CHICA115035001 Bid Opening Date: WEDNESDAY, July 15, 2015

Time: 1:00pm EST

No responsibility will attach to any officer of GSA for the premature opening of, or failure to open, a Bid not properly addressed and identified.

Bids must be received prior to the Bid Opening Date. Bids submitted in accordance with this IFB will be opened publicly at 1:00 pm EST at the Place of Bid Opening on the Bid Opening Date.

Bids may be received in person, via United States Postal Service or via private delivery service such as UPS and FedEx.

#### 5. LATE BIDS, MODIFICATIONS OF BIDS, OR WITHDRAWAL OF BIDS

- a) Any Bid received at the office designated in this IFB after the exact time specified for receipt will not be considered unless it is received before award is made and it:
  - 1) Was sent by US Postal Service First-Class Mail® and included Registered Mail™ Service or Certified Mail® Service not later than the fifth calendar day before the date specified for receipt of Bids (e.g., a Bid submitted in response to a an IFB requiring receipt of Bids by

- the 15<sup>th</sup> of the month must have been mailed by the 10<sup>th</sup>); or
- 2) Was sent by mail and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at GSA installation; or
- 3) Was sent by US Postal Service Express Mail® Overnight Service-Post Office to Addressee; UPS Next Day Air® Early AM®, UPS Next Day Air® or UPS Next Day Air Saver®; or FedEx First Overnight®, FedEx Priority Overnight® or FedEx Standard Overnight® not later than 5:00 P.M. at the place of mailing two working days prior to the date specified for receipt of Bids. The term "working days" excludes weekends and US Federal holidays.
- b) Any modification or withdrawal of a Bid is subject to the same conditions as in paragraph (a) of this provision. A Bid may be withdrawn in person by a Bidder or its authorized representative if, before the exact time set for receipt of Bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the Bid.
- c) The only acceptable evidence to establish the date of mailing of a late Bid, modification, or withdrawal sent either by Registered Mail™ Service, Certified Mail® Service or Global courier delivery service (I.e. UPS, FedEx); is the US Postal Service postmark both on the envelope or wrapper and on the original receipt from the US Postal Service; or receipt and proof of tracking as issued by the global courier delivery service. Postmarks, receipts and proof of tracking must show a legible date or the Bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the US Postal Service on the date of mailing. Bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.
- d) The only acceptable evidence to establish the time of receipt at GSA installation is the time/date stamp of that installation on the Bid wrapper or other documentary evidence of receipt maintained by the installation.
- e) The only acceptable evidence to establish the date of mailing of a late Bid, modification, or withdrawal sent by US Postal Service Express Mail® Overnight Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail® Overnight Service-Post Office to Addressee" label and the postmark on the envelope or wrapper and on the original receipt from the US Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision. Therefore, Bidders should request the shipper to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.
- f) Notwithstanding any other language of this provision, a late modification of an otherwise successful Bid that makes its terms more favorable to the Government will be considered at any time it is received, and may be accepted.

#### **6. BID EXECUTED ON BEHALF OF BIDDER**

A Bid executed by an attorney or agent on behalf of the Bidder shall be accompanied by an authenticated copy of his or her Power of Attorney or other evidence of his authority to act on behalf of the Bidder.

- a) CORPORATION. If the Bidder is a corporation, the Certificate of Corporate Bidder must be executed. This certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the Bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the Bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
- b) **PARTNERSHIP**. If the Bidder is a partnership, and all partners sign the Bid with a notation that they are all the partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the Bid, then the names of all those except limited partners must be furnished on the Bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the Bid on behalf of the partnership.
- c) **LIMITED LIABILITY CORPORATION (LLC)**. If the Bidder is a Limited Liability Corporation (LLC), a Certificate of the LLC must be completed and executed by the manager.

#### 7. REQUEST FOR INFORMATION

Upon a request sent to the General Services Administration, Real Property Utilization and Disposal Division – Chicago Operations Branch, 230 S. Dearborn Street, Suite 3774, Chicago, IL 60604, GSA will provide additional copies of this IFB and will answer requests for additional available information concerning the Property to facilitate preparation of Bids.

#### 8. BIDS TO BE OPENED AT SPECIFIED TIME

It shall be the duty of each Bidder to see that its Bid is delivered by the time and at the Place of Bid Opening prescribed in this IFB. Bids (including modifications) received prior to the time fixed in this IFB for the opening of Bids will be securely kept unopened. No Bid, modification, or withdrawal received after the time fixed in this IFB for the opening of Bids will be considered except as provided under Section 5 above. At the time fixed for the opening of Bids, their contents will be made public by announcement for the information of Bidders and others properly interested that may be present either in person or by representative.

#### 9. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in Bids received.

#### 10. CONTINUING OFFERS

Each Bid received shall be deemed to be a continuing offer to purchase the Property until the earlier of: (a) 60 calendar days after the Bid Opening Date; or (b) the Bid is accepted or rejected by the Government. If the Government desires to accept any Bid after the expiration of such 60 calendar day period, the consent of the appropriate Bidder shall be obtained prior to such acceptance.

#### 11. GOVERNMENT'S RIGHT TO ACCEPT A BID

Following the opening of the Bid Envelopes on the Bid Opening Date, the Government shall have the right (but not the obligation) to accept a Bid from a responsible bidder whose bid, conforming to this IFB, is most advantageous to the Government as determined by the Government in its sole and absolute discretion. Notwithstanding the foregoing, the amount of the Bid will be the premiere factor used by the Government in determining whether to accept a Bid and, unless another factor raises a concern as to the validity of the High Bid at the close of the Auction and/or the ability of the Bidder of such High Bid to complete the transactions contemplated by this IFB, it will be the only factor used. In the event two or more Bids are received that are equal, the selection will be made by drawing a lot limited to such equal Bids.

#### 12. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of a Bid shall be deemed to have been sufficiently given when electronically mailed or mailed to the Bidder or its duly authorized representative at the address indicated in the Bid. Rejection of a Bid shall also be deemed to have been sufficiently given upon the return of a Bid Deposit, as described in the Section 3. Bid Deposit Section above. The Government reserves the right to reject any and all Bids received or portions thereof.

#### **13. BACKUP BIDDER**

The second-highest bidder will be the Backup Bidder. The Backup Bidder may be considered for award as the successful bidder for the duration of Continuing Offer period described in Paragraph 10, Continuing Offers, if: 1) the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB. The Backup Bidder's Registration Deposit may be retained, at the Government's discretion, without interest, until the High Bidder completes the transaction according to the terms and conditions of the IFB. When the Backup Bidder is converted to the High Bidder, all terms, conditions and agreements described in the IFB are applicable to the successful bidder.

The Bid Deposit of the Backup Bidder will be returned as described in Paragraph 3, Bid Deposit, if the Backup Bidder is not converted to the High Bidder. In the event that the Government is unable to complete the transaction with the highest or backup bidder, the Government reserves the right to consider the remaining bid(s) and make an award that is in the best interest of the Government.

#### 14. BROKER PARTICIPATION

Subject to the terms and conditions hereinafter provided, a commission will be paid as follows to any properly licensed real estate broker/agent who submits his/her Broker Participation Registration Form according to the terms and conditions of the Invitation for Bids for this sale and whose client is the successful purchaser of the property. Commission is earned only at closing and funding for the total contract price for the property is received.

a) Two percent (2.0%) commission will be paid on the client's bid.

The broker's commission will not exceed two percent (2.0%) of the Bid Price of the property(s) purchased by that broker's client.

In order to be entitled to any commission, the broker must:

- 1) Register his/her client by filling out the Bid Form and Buyer's Broker Participation Registration Form in full, including the signature of the client on the form.
- 2) Submit the Bidder's Registration Deposit and the Buyer's Broker Participation Registration Form as called for under this Instructions To Bidders For Sealed Bid section. Broker forms arriving without a Bid Form will not be honored. Broker Registration forms sent anywhere other than the appropriate bid opening address will not be honored.
- 3) Assist the registration of the client for the sale and encourage bid submission.
- 4) Abide by the guidelines outlined herein.

Bidder and Bidder's Broker agree that only the Bid submitted on the Bid Form and the final contract price will be used to establish the commission paid and that the Government's calculation and communication of said commission amount is final. No other evidence, documentation, verbal or written or electronic communication provided by the Bidder or Bidder's Broker may be used to contest the commission amount paid by the Government.

- b) System for Award Management (SAM). Any Broker wishing to do business with the federal government must be registered in SAM before being paid a commission. Registrants are required to submit detailed company information including:
  - 1) General Information Includes, but is not limited to, DUNS number (see below), company name, Federal Tax Identification Number (TIN), location, receipts, employee numbers, and website address.
  - 2) To Register in SAM go to <a href="http://www.sam.gov">http://www.sam.gov</a>. Click on "Start New Registration."

Dun & Bradstreet Numbers (DUNS): A DUNS number is a unique, non-indicative 9-digit identifier issued and maintained by Dun & Bradstreet that verifies the existence of a business entity globally. Dun & Bradstreet assigns DUNS numbers for each physical location of a business. A DUNS Number is required to start your SAM registration. To receive a DUNS number, you will need to provide the following information:

- Legal Name
- Headquarters name and address for your organization
- Doing business as (DBA), or other name by which your organization is commonly recognized
- Physical Address, City, State, and Zip Code Mailing Address (if separate from Headquarters and/or physical address)
- Telephone Number
- Contact Name and Title
- Number of Employees at your physical location
- To obtain a DUNS number go to http://fedgov.dnb.com/webform or call (866) 705-5711.

### **NOTICES AND COVENANTS**

#### The following Notices and Covenants will be inserted in the Quitclaim Deed.

The following CERCLA Covenant and Access Provisions, along with the Other Deed Provisions, will be placed in the deed in a substantially similar form to ensure protection of human health and the environment and to preclude any interference with ongoing or completed remediation activities.

1. Property Covered by Covenant and Access Rights Made Pursuant to Section 120(h)(4)(D) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)):

For the property, the Grantor provides the following covenants and retains the following access rights:

A. Covenant Pursuant to Section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i)):

Pursuant to section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i)), the United States warrants that any response action or corrective action found to be necessary after the date of this deed for contamination existing on the property prior to the date of this deed shall be conducted by the United States.

B. Access Rights Pursuant to Section 120(h)(4)(D)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(ii)):

The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the property, to enter upon the property in any case in which an environmental response or corrective action is found to be necessary on the part of the United States, without regard to whether such environmental response or corrective action is on the property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the grantee and its successors and assigns and shall run with the land.

In exercising such easement and right of access, the United States shall provide the grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon

the property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the grantee's and the grantee's successors' and assigns' quiet enjoyment of the property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the grantee, nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States. In exercising such easement and right of access, neither the grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause. Provided, however, that nothing in this paragraph shall be considered as a waiver by the grantee and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

#### 2. OTHER DEED PROVISIONS

#### A. "AS IS"

- a. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property and accepts the condition and state of repair of the subject Property. The Grantee understands and agrees that the Property and any part thereof is offered "AS IS" without any representation, warranty, or guaranty by the Grantor as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose(s) intended by the Grantee, and no claim for allowance or deduction upon such grounds will be considered.
- b. No warranties, either expressed or implied, are given with regard to the condition of the Property, including, without limitation, whether the Property does or does not contain asbestos or lead-based paint. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos, lead-based paint, or other conditions on the Property. The failure of the Grantee to inspect or to exercise due diligence to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand against the United States.
- c. Nothing in this "As Is" Provision will be construed to modify or negate the Grantor's obligation under section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i) or any other statutory obligations.

#### **B. HOLD HARMLESS**

- a. To the extent authorized by law, the Grantee, its successors and assigns, covenant and agree to indemnify and hold harmless the Grantor, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed by the Grantee, its successors and assigns, and (2) any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other conditions on any portion of the Property after the date of conveyance.
- b. The Grantee, its successors and assigns, covenant and agree that the Grantor shall not be responsible for any costs associated with modification or termination of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed, including without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, or other conditions on any portion of the Property.
- c. Nothing in this Hold Harmless Provision will be construed to modify or negate the Grantor's obligation under section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i) or any other statutory obligations.

#### C. POST-TRANSFER DISCOVERY OF CONTAMINATION

- a. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of conveyance, Grantee, its successors or assigns, shall be responsible for such release or newly discovered substance unless Grantee is able to demonstrate that such release or such newly discovered substance was due to Grantor's activities, use, or ownership of the Property. If the Grantee, it successors or assigns believe the discovered hazardous substance is due to Grantor's activities, use, or ownership of the Property, Grantee will immediately secure the site and notify the Grantor of the existence of the hazardous substances, and Grantee will not further disturb such hazardous substances without the written permission of the Grantor.
- b. Grantee, its successors and assigns, as consideration for the conveyance of the Property, agree to release Grantor from any liability or responsibility for any claims arising solely out of the release of any hazardous substance or petroleum product on the Property occurring after the date of the delivery and acceptance of this Deed, where such substance or product was placed on the Property by the Grantee, or its successors, assigns, employees, invitees, agents or contractors, after the conveyance. This paragraph shall not affect the Grantor's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules, and regulations.

#### D. ENVIRONMENTAL PROTECTION PROVISIONS

The Environmental Protection Provisions are stated below and made a part hereof. The Grantee shall neither transfer the Property, lease the Property, nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion of the Environmental Protection Provisions contained herein, and shall require the inclusion of the Environmental Protection Provisions in all future deeds, easements, transfers, leases, or grants of any interest, privilege, or license.

#### 1. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT

A. The Grantee is hereby informed and does acknowledge that non-friable asbestos or asbestos containing material "ACM" has been found on the Property. The Property may contain improvements, such as facilities, equipment, and pipelines, above and below the ground, that contain non-friable asbestos or ACM. The Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) have determined that such unprotected or unregulated exposure to airborne asbestos fibers increases the risk of asbestos related diseases, including certain cancers that can result in disability or death.

B. The Grantee covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos. The Grantee agrees to be responsible for any remediation or abatement of asbestos found to be necessary on the Property to include ACM in or on buried pipelines that may be required under applicable law or regulation.

C. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its asbestos and ACM condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos or ACM hazards or concerns.

# 2. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP) AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSE

A. The Grantee is hereby informed and does acknowledge that all former buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

B. The Grantee covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Property, as defined under 24 Code of Federal Regulations Part 35, without complying with this section and all applicable federal,

state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992).

C. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its lead-based paint content and condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any lead-based paint hazards or concerns.

#### 3. PESTICIDE NOTICE AND COVENANT

The Grantee is hereby notified and acknowledges that registered pesticides have been applied to the property conveyed herein and may continue to be present thereon. The Grantor and Grantee know of no use of any registered pesticide in a manner (1) inconsistent with its labeling or with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA)(7 U.S.C. § 136, et seq.) and other applicable laws and regulations, or (2) not in accordance with its intended purpose.

The Grantee covenants and agrees that if the Grantee takes any action with regard to the property, including demolition of structures or any disturbance or removal of soil that may expose, or cause a release of, a threatened release of, or an exposure to, any such pesticide, Grantee assumes all responsibility and liability therefore.

# BID FORM FOR PURCHASE OF GOVERNMENT PROPERTY (To be executed and submitted in duplicate)

Former U.S. Army Garrison – Selfridge Sebille Manor Sealed Bid Auction IFB#: CHICA115035001

# TO: GENERAL SERVICES ADMINISTRATION REAL PROPERTY UTILIZATION & DISPOSAL DIVISION-CHICAGO OPERATIONS BRANCH (1PZC)

Subject to: (1) the terms and conditions of the Invitation for Bids identified above, and its Schedule; (2) the Instructions to Bidders, (3) the General Terms of Sale; (4) the Notices and Covenants; and (5) the Certificate of Corporate Bidder (if applicable), all of which are incorporated as a part of this Bid, the undersigned bidder hereby offers and agrees; if this Bid be accepted within **60 calendar days** after date of Bid opening, to purchase the property described in the Schedule portion of this Invitation, and for which Bid price is entered below.

DESCRIPTION	BID AMOUNT	BID DEPOSIT		
In the event this Bid is accepted, the inst	trument of conveyance should name th	e following as Grantee(s):		
BIDDER REPRESENTS: (check appropriate the/she operates as:	priate space)			
An individual				
A partnership consisting of				
A limited liability partnership cons	sisting of			
A corporation, incorporated in the	e State of			
A limited liability company (LLC)	registered with the state of			
A trustee, acting for				
NAME AND ADDRESS OF BIDDER (typ	pe or print)			
Name				
Street				
City State	Zip Code			
Telephone Number Email A	ddress			
SIGNATURE OF PERSON AUTHORIZE	ED TO SIGN BID:			
SIGNER'S NAME AND TITLE (type or p	rint):			

Sebille Manor Page 26 IFB No.CHICA115035001

# **CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER**

(For use with Bid Form for Purchase of Government Real Property see Paragraph 6 on page 17, "Bid Executed On Behalf Of Bidder" for instructions)

# Former U.S. Army Garrison – Selfridge Sebille Manor Sealed Bid Auction IFB#: CHICA115035001

I,, certify that I am	
I,, certify that I am (Se	ecretary or Other Title)
of the Corporation/Organization named as Bidder herein; that	
	(Name of Authorized Representative)
who signed this Bid Form for Purchase of Government Prope	erty on behalf of the Bidder was then
	orporation/Organization; that said Bid was
(Official Title)	
duly signed for and on behalf of said Corporation/Organizatio	n by authority of its governing body and is within the scope of
its corporate/organization powers.	
	(Signature of Certifying Officer/Manager)
(Corporate Seal Here, if applicable)	

# BUYER'S BROKER PARTICIPATION REGISTRATION FORM

Former U.S. Army Garrison - Selfridge Sebille Manor 48512 Hawk Drive Chesterfield, Michigan 48047

Enter Client's RealEstateSales.gov User ID Here

SALE NUMBER: CHICA115035001

BROKER/AGENT:			
	STATE:		
AGENT LICENSE #:	BROKE	BROKER NUMBER LIC. #:	
TAX IDENTIFICATION I	NUMBER:		
OFFICE PHONE:		FAX:	
MOBILE PHONE:		-	
	Client (Buye	r/Bidder) Information	
CLIENT			
	STATE:		
	OFFICE PH:		

#### **Broker/Client Certification**

The broker, by placing his/her signature below, certifies, agrees, and acknowledges that:

- 1. The broker will not claim any exceptions to the procedures outlined in the Invitation for Bids.
- 2. Only written registration will qualify broker for commission.
- 3. Only the first registration of a prospective client will be accepted and honored.
- 4. The broker will hold harmless and indemnify the Government from any and all claims with regard to such commission.
- 5. The broker will be paid a commission only as set forth under the terms and conditions of the IFB pertaining to the specific property being auctioned.
- 6. The broker will not receive a commission without the signature of the client on the Buyer's Broker Participation Registration Form.
- 7. The broker cannot participate in the auction and receive any commission in conjunction with any other cobrokerage or referral agreement between the Government and broker.
- 8. The broker represents the buyer/bidder (client) listed in the Buyer's Broker Participation Registration Form as his or her agent.
- 9. The broker is not a subagent of Government and represents his or her client (buyer/bidder) as a buyer's broker.

The broker's client (buyer/bidder), by placing his/her signature below, certifies, agrees, and acknowledges that:

1. He or she has inspected the premises of the subject property or otherwise satisfied themselves as to the location, condition, quantity, and quality of the property.

Sebille Manor Page 28 IFB No.CHICA115035001

He or she shall hold harmless and indemnify the Government from any and all representations made by the buyer's broker.
 Commission shall be paid only to the broker representing client (buyer/bidder) as shown on this form.
 GSA is not responsible for the accuracy of any information not obtained directly from the Government.

BUYER/BIDDER SIGNATURE:	DATE:
BROKER/AGENT SIGNATURE:	DATE: